

REMARKS

This application has been carefully reviewed in light of the Office Action dated November 26, 2010 ("Office Action"). Claims 3 and 37-40 and 42-60 are pending in the application. In the Office Action, the Examiner rejects Claims 3 and 37-40 and 42-60. Applicants amend Claims 3, 37, 44, 50, 58, 59, and 60 without prejudice or disclaimer. Applicants respectfully traverse the rejections and request reconsideration and allowance of all pending claims.

Claim Rejections - 35 U.S.C. § 103

Claims 3, 37-40 and 42-59 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,357,017 B1 issued to Bereiter, et al. ("*Bereiter*"), in view of U.S. Patent Application Publication No. 2002/0123983 A1 in the name of Riley, et al. ("*Riley*"). Applicants respectfully traverse the rejections for several reasons, as discussed further below.

i. Independent Claims 3, 37, 44, and 50

Claim 3 recites:

A method of providing self-supporting computer systems, comprising:
detecting, with a computer system, a fault that has occurred in the computer system;

automatically consulting, using the computer system, a service policy comprising one or more service policy rules associated with the computer system to request a solution for the detected fault that occurred in the computer system;

automatically determining, based on the service policy, one or more actions to be taken to respond to the request, the one or more actions related to providing the solution to the detected fault, wherein the actions to be taken comprise:

determining, based on the service policy, a service level agreement associated with a user of the computer system;

determining, based on the service policy, whether a trouble ticket should be opened; and

determining whether a password associated with the computer system should be reset;

automatically initiating one or more of the actions to be taken;

automatically invoking one or more service provider tools to perform one or more of the actions to be taken in response to the request; and

communicating one or more service events that occurred as a result of the automatically initiating one or more of the actions to be taken and the automatically invoking one or more service provider tools wherein the communicating includes logging the one or more service events.

The proposed *Bereiter-Riley* combination fails to disclose, teach, or suggest every element of Claim 3. For example, the proposed *Bereiter-Riley* combination fails to disclose “automatically determining, based on the service policy, one or more actions to be taken to respond to the request, the one or more actions related to providing the solution to the detected fault, **wherein the actions to be taken comprise determining whether a password associated with the computer system should be reset.**” In addressing this element of Claim 3, the Office Action concedes that *Bereiter* fails to disclose this element of Claim 3. Office Action, p. 3. The Office Action instead relies on *Riley*, ¶[0029] to attempt to teach “wherein the actions to be taken comprise determining whether a password associated with the computer system should be reset.” *Id.* The cited portion does not disclose “determining . . . one or more actions related to providing the solution to the detected fault, the actions to be taken comprising determining whether a password associated with the computer system should be reset,” as recited in Claim 3 (emphasis added). In particular, the cited portion merely discloses that a user request may include a request for a password reset or location move. For example, *Riley* discloses that “the service desk function focuses on managing internal information technology user service requests,” and that “[s]ervice requests can relate to problems (such as PC failure, network problems), user administration requests (such as password rest, location moves) and simple service requests (such as a request for a new mouse, or a function question regarding an application).” *Id.*, ll. 1-10 (emphasis added). Thus, the cited portion does not disclose “determining whether a password associated with the computer system should be reset” to “provide a solution to the detected fault,” as recited in Claim 3 (emphasis added). As a result, *Riley* fails to disclose this element of Claim 3. Accordingly, the proposed *Bereiter-Riley* combination fails to disclose every element of Claim 3.

As another example, the proposed *Bereiter-Riley* combination fails to disclose “automatically determining, based on the service policy, one or more actions to be taken to respond to the request, the one or more actions related to providing the solution to the detected fault **wherein the actions to be taken comprise determining, based on the service policy, whether a trouble ticket should be opened.**” The Office Action concedes that

Bereiter fails to disclose this element of Claim 3. Office Action, p. 3. The Office Action instead relies on *Riley* ¶[0057] to attempt to teach “determining, based on the service policy, whether a trouble ticket should be opened.” *Id.* However, the cited portion fails to disclose “determining . . . one or more actions related to providing the solution to the detected fault, the actions to be taken comprising determining, based on the service policy, whether a trouble ticket should be opened.” In particular, the cited portion merely discloses automatically generating trouble tickets in response to system faults. *Id.*, ll. 1-8. The cited portion does not disclose “determining . . . whether a trouble ticket should be opened” let alone “determining, based on the service policy, whether a trouble ticket should be opened” to “provide a solution to the detected fault,” as recited in Claim 3 (emphasis added). As a result, *Riley* also fails to disclose this element of Claim 3. Accordingly, the proposed *Bereiter-Riley* combination fails to disclose every element of Claim 3.

Claim 3 and its dependent claims are allowable for at least these reasons. Claims 37, 44, and 50 are allowable for at least analogous reasons. Accordingly, Applicants respectfully request reconsideration and allowance of Claims 3, 37, 44, 50, and their respective dependent claims.

ii. Dependent Claim 58

Claim 58 is rejected under 35 U.S.C. § 103(a) over *Bereiter* in view of *Riley*. Applicants respectfully traverse the rejection for several reasons. The proposed *Bereiter-Riley* combination fails to disclose “wherein the actions to be taken further comprise determining, based on the service policy, whether a vendor associated with computer system can provide a solution to the detected fault.” The Office Action relies on *Bereiter* col. 6, ll. 60-67, col. 7, ll. 1-11, and col. 8, ll. 1-10 to attempt to teach “determining . . . whether a vendor associated with computer system can provide a solution to the detected fault.” The cited portions however, fail to disclose “determining, based on the service policy, whether a vendor associated with computer system can provide a solution to the detected fault.” In particular, the cited portions merely disclose a support engineer (SE) desktop associated with a server node providing technical support. *Bereiter*, col. 5, ll. 25-30. Thus, the cited portion does not disclose, or even suggest, “determining, based on the service policy, whether a vendor associated with computer system can provide a solution to the detected fault,” as recited in Claim 58 (emphasis added). As a result, *Bereiter* fails to this element of Claim 58.

Riley fails to remedy the deficiencies in *Bereiter* because it also fails to disclose this element of Claim 58. Accordingly, the proposed *Bereiter-Riley* combination fails to disclose every element of Claim 58.

Claim 58 is allowable for at least these additional reasons. Accordingly, Applicants respectfully request reconsideration and allowance of Claim 58.

iii. Dependent Claim 60

Claim 60 is rejected under 35 U.S.C. § 103(a) as being unpatentable over *Bereiter*, in view of *Riley*, and further in view of U.S. Patent No. 6,249,578 B1 issued to Gilles, et al. (“*Gilles*”). Applicants respectfully traverse the rejections for several reasons. The proposed *Bereiter-Riley-Gilles* combination fails to disclose “wherein the actions to be taken further comprise determining, based on the service policy, whether software associated with the computer system should be updated.” The Office Action concedes that neither *Bereiter* nor *Riley* discloses this element of Claim 60. Office Action, p. 11. The Office Action relies instead on *Gilles*, col. 7, ll. 25-35 to attempt to teach this element of Claim 60. The cited portion merely discloses transferring files to update feature availability and to update the address validation file. Claim 60 depends from Claim 3, which recites “the one or more actions related to providing the solution to the detected fault.” *Gilles* fails to disclose any “detected fault,” let alone that transferring files to update feature availability or an address validation fails is “one or more actions related to providing the solution to the detected fault.” As a result, *Gilles* fails to disclose this element of Claim 60. Accordingly, the proposed *Bereiter-Riley-Gilles* combination fails to disclose every element of Claim 60.

Claim 60 is allowable for at least these additional reasons. Accordingly, Applicants respectfully request reconsideration and allowance of Claim 50.

No Waiver

All of Applicants’ arguments and amendments are without prejudice or disclaimer. Additionally, Applicants have merely discussed example distinctions from the cited references. Other distinctions may exist, and Applicants reserve the right to discuss these additional distinctions in a later Response or on Appeal, if appropriate. By not responding to additional statements made by the Examiner, Applicants do not acquiesce to the Examiner’s

additional statements. The example distinctions discussed by Applicants are sufficient to overcome the anticipation and obviousness rejections.

CONCLUSION

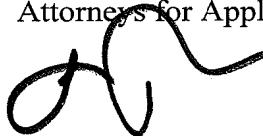
Applicants have made an earnest attempt to place this case in condition for allowance. For the foregoing reasons and for other reasons clearly apparent, Applicants respectfully request reconsideration and full allowance of all pending claims.

If the Examiner feels that a telephone conference would advance prosecution of this application in any manner, the Examiner is invited to contact Luke K. Pedersen, Attorney for Applicants, at the Examiner's convenience at (214) 953-6655.

The Examiner is hereby authorized to charge the **\$490.00** Two Month Extension of Time Fee, and to the extent necessary, charge any additional required fees or credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

BAKER BOTTS L.L.P.
Attorneys for Applicants

A handwritten signature in black ink, appearing to be 'Luke K. Pedersen', written over the printed name.

Luke K. Pedersen
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Date: April 26, 2011

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